

Apw: HRC.

BOOK 0707 PAGE 573

**AMENDMENT TO AND CORRECTION OF DESCRIPTION OF OIL AND GAS
LEASE AND MEMORANDUM**

WHEREAS, heretofore, on the 18th day of April, 2008, **Richard S. Hinerman, a married man dealing in his sole and separate property and Wendy H. Gordon, a married woman dealing in her sole and separate property**, as Lessor (whether one or more), did execute and deliver to TriEnergy, Inc., as Lessee, an Oil and Gas Lease (hereinafter "LEASE"), a Memorandum of which was recorded in Deed Book 670, Page 561 in the County of Marshall, State of West Virginia, and then subsequently assigned to AB Resources LLC., in Deed Book 21, Page 545 in the County of Marshall, State of West Virginia covering certain lands situated in Webster District, Marshall County, in the State of West Virginia, and bounded as follows:

On the North by: 15-13-13 and 14
On the East by: 15-13-11
On the South by: 15-18-03
On the West by: 15-13-08

Containing 168.51 (net 84.255 acres being a 1/2 interest) acres, more or less, hereinafter called the "premises", and being the same interest being reserved by Richard Hinerman in Deed 277, Page 476 in the Recorder of Deeds Office of Marshall County, WV.

Whereas, the parties to said LEASE and MEMORANDUM referenced herein now desire to **amend the Oil and Gas Lease and Memorandum as hereinafter set forth**;

NOW, THEREFORE, for good and valuable consideration in hand paid to the undersigned by **AB Resources LLC**, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the above described **Lease and Memorandum** by the **modification** of the following provision(s) to all the other terms, covenants and conditions therein contained:

Lessor and Lessee agree for the purpose of this Amendment that the LEASE and MEMORANDUM incorrectly stated the following:

Tax Parcel No(s): 15-13-21 (1/2 rights).

Lessor and Lessee agree for the purpose of this Amendment that the LEASE and MEMORANDUM should be **amended** to state the following:

Tax Parcel No(s): 15-13-10 containing 168.51 acres and being a 1/2 interest (84.255 net acres).

AND

Lessor and Lessee agree for the purpose of this Amendment that the MEMORANDUM incorrectly stated the following:

Under the terms of the aforesaid lease, the said property was leased by Lessor to Lessee for a term of Three (3) years from the date thereof and so long thereafter as oil or gas are produced from said land in paying quantities or the lease is otherwise maintained pursuant to the provisions thereof.

Under the terms of said lease, the Lessee has a first option to renew the lease for a further like term, which option must be exercised within sixty (60) days of the expiration of the initial primary term of said lease.

Lessor and Lessee agree for the purpose of this Amendment that the MEMORANDUM should be **amended** to state the following:

Under the terms of the aforesaid lease, the said property was leased by Lessor to Lessee for a term of Five (5) years from the date thereof and so long thereafter as oil or gas are produced from said land in paying quantities or the lease is otherwise maintained pursuant to the provisions thereof.

Under the terms of said lease, the Lessee has a first option to renew the lease for a further like term, which option must be exercised within sixty (60) days of the expiration of the initial primary term of said lease.

It is understood and agreed by all parties hereto that the provisions contained herein shall supersede any provisions to the contrary in the LEASE and MEMORANDUM described herein; however, in all other respects, the LEASE and MEMORANDUM and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm all terms and conditions set forth in such LEASE and MEMORANDUM referenced herein.

This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same complete instrument.

FURTHER, the provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

EXECUTED this the 2nd day of August, 2010

Witness:

Mark W. Gordon

Lessor:

Wendy H. Gordon
Wendy H. Gordon

Witness:

Lessee:

J. E. [Signature]
AB Resources LLC

ACKNOWLEDGMENT

COMMONWEALTH/STATE OF FLORIDA
COUNTY OF BREVARD

On this, the 2nd day of August, 2010, before me, MARGARET A. PHILLIPS,
notary public, personally appeared WENDY H. GORDON

_____, known to me (or satisfactorily proven) to be the
person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the
same for the purposes therein contained.

In witness whereof sworn to and subscribed before me this 2nd day of August, 2010, I
hereto set my hand and official seal:

My Commission Expires:



Margaret A. Phillips
Commission # DD606220
Expires November 5, 2010
Bonded Tray Plan Insurance No. 800-385-7019

Margaret A. Phillips
NOTARY PUBLIC

State of Ohio :
County of Cuyahoga : ss

On this the 13th day of August, 2010, before me personally appeared Gordon O. Yonel, the
Chief Executive Officer of AB Resources LLC, a limited liability company, who acknowledged to me that
he did execute the foregoing instrument for and on behalf of said company and that the same is the free
act and deed of said company and of himself as such Chief Executive Officer, for the uses and purposes
therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Brecksville,
Ohio this 13th day of August, 2010.

My Commission Expires: 11.9.13



PATRICIA A. GILL
NOTARY PUBLIC
STATE OF OHIO
STARK COUNTY
My Comm. Expires
November 9, 2013

Patricia A. Gill
Notary Public

Jan Pest
MARSHALL County 02:30:00 PM
Instrument No 1291537
Date Recorded 09/09/2010
Document Type O&G
Pages Recorded 2
Book-Page 707-573
Recording Fee \$10.50
Additional \$6.00

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing
date on the 2nd day of August, 2010 was presented for and by me, admitted to record in my office upon the
above certificate as to the parties therein named this 9th day of September, 2010 at 2:30 o'clock P.M.

TESTE: Jan Pest Clerk.